



0000102336

BEFORE THE ARIZONA CORPORATION COMMISSION

KRISTIN K. MAYES

Chairman

GARY PIERCE

Commissioner

PAUL NEWMAN

Commissioner

SANDRA D. KENNEDY

Commissioner

BOB STUMP

Commissioner

Arizona Corporation Commission

DOCKETED

SEP 17 2009

DOCKETED BY

ne

IN THE MATTER OF SOLARCITY
CORPORATION FOR A DETERMINATION
THAT WHEN IT PROVIDES SOLAR
SERVICE TO ARIZONA SCHOOLS,
GOVERNMENTS, AND NON-PROFIT
ENTITIES IT IS NOT ACTING AS A
PUBLIC SERVICE CORPORATION
PURSUANT TO ART. 15, SECTION 2 OF
THE ARIZONA CONSTITUTION

DOCKET NO. E-20690A-09-0346

DECISION NO. 71277ORDER

Open Meeting
August 25 and 26, 2009
Phoenix, Arizona

BY THE COMMISSION:

FINDINGS OF FACT**A. BACKGROUND**

1. On July 2, 2009, SolarCity Corporation ("SolarCity" or "Company") filed with the Arizona Corporation Commission ("Commission") an application for a determination that it is not acting as a public service corporation when it provides certain specific solar electric services to Arizona schools, governments, and non-profit entities ("Application"). The Application requests expedited consideration of two specific Solar Service Agreements ("SSAs" or "Agreements") that it has entered with the Scottsdale Unified School District ("School District"). The affected schools are Coronado High School, which is located at 2501 North 74th Street in Scottsdale, and Desert Mountain High School, located at 12575 East Via Linda in Scottsdale. Coronado High School is located within the Salt River Project ("SRP") service territory. Desert Mountain High School is located within the Arizona Public Service Company ("APS") service territory.

2. SolarCity stated in its Application that expedited consideration is necessary to allow Arizona to maximize its allocation of federal stimulus funding under the American Reinvestment and Recovery Act and to maximize available federal tax incentives, one of which expires this year.

3. On July 16, 2009, a procedural conference was held to discuss processing the Application. Appearing at the Procedural Conference were the following entities: SolarCity, Arizona Public Service Company ("APS"), Salt River Project ("SRP"), Tucson Electric Power Company, UNS Electric, Navopache Electric Cooperative, Inc., Mohave Electric Cooperative, Inc., Freeport-McMoRan, Arizonans for Electric Choice & Competition, Residential Utility Consumer Office, and Commission Utilities Division Staff ("Staff").

4. At the Procedural Conference, there was general agreement among the parties that an adjudication process usually requires the development of a factual record. The determination of whether SolarCity is a public service corporation will likely require an evidentiary hearing in order for the Commission to have an adequate record upon which to base its Decision. At the Procedural Conference, the possibility of a more streamlined form of regulation was also discussed for entities such as SolarCity should it be found to be acting as a Public Service Corporation.

5. In order to allow SolarCity to take advantage of federal stimulus funding, Staff proposed a two-part procedure for processing the Application. This procedure would allow the Commission to issue "preliminary relief" through a Commission Decision by the August Open Meeting. The first step of Staff's proposed procedure involves review and evaluation of the Agreements as special contracts ("Track 1") for the purpose of positioning the Company to move forward pending the completion of an adjudication proceeding.

6. The adjudication proceeding ("Track 2") would be the second step of the proposed procedure. The adjudication proceeding would be designed to address SolarCity's arguments that it is not acting as a Public Service Corporation with respect to its provision of service to the School District.

7. This bifurcated procedure is meant not only to provide a means by which SolarCity can proceed with the projects identified in the Application, but also to allow an adequate evidentiary record for consideration of the issue of whether SolarCity is acting as a public service

1 corporation through Track 2. Staff proposed that Track 1 (evaluation of the agreements as special
2 contracts) occur without prejudice to whatever position SolarCity, Staff, or any other party would
3 choose to take in the adjudication proceeding.

4 8. The parties appearing at the Procedural Conference generally supported Staff's
5 proposed Track 1 and Track 2 process as long as the Commission's approval of the two SSAs as
6 special contracts is without prejudice to consideration of Track 2 issues.

7 9. Staff's bifurcated procedural proposal was adopted in the Procedural Order of
8 July 22, 2009. The Procedural Order requires Staff to file a staff report that includes an evaluation
9 of the two solar service agreements that SolarCity has entered with the School District, and a
10 recommendation to the Commission for action thereon.

11 10. For Track 2, the Procedural Order established a procedural schedule for the filing of
12 testimony and an evidentiary hearing on the issues raised by the Application.¹

13 11. Staff's evaluation of this matter in its August 14, 2009 Memorandum, addresses the
14 issues raised in Track 1 of this proceeding, and is limited to an analysis and recommendation
15 concerning the two SSAs entered between SolarCity and the Scottsdale Unified School District for
16 the Coronado High School and Desert Mountain High School projects.

17 **B. STAFF ANALYSIS – SOLARCITY SSAS WITH SCOTTSDALE UNIFIED**
18 **SCHOOL DISTRICT**

19 **General Provisions Relating to Both SSAs**

20 12. SolarCity and the Scottsdale Unified School District have entered into two SSAs for
21 the Coronado High School and Desert Mountain High School projects. The following provisions
22 are common to both SSAs or projects.

23 13. The costs to provide and install the photovoltaic ("PV") systems would be borne by
24 SolarCity, and the School District would receive energy produced by the systems for a period of
25 fifteen years at a contract rate of \$0.11 per kWh. SolarCity would retain ownership of the PV
26 equipment.

27
28 ¹ This is consistent with Staff's request that SolarCity submit prefiled testimony, which was not provided with its Application. It is SolarCity's burden to support the factual allegations that are made in the Application.

1 14. The \$0.11 per kWh rate is subject to modification should anticipated SRP or APS
2 rebates change or become unavailable. The Agreements assume a rebate from SRP of \$2.50 per
3 Watt (Coronado) and \$0.187 per kWh from APS (Desert Mountain). Should the actual rebate be
4 lower than anticipated, the contract price would be adjusted pro-rata to reflect the actual rebate
5 received. Should such a change occur as a result of a different-than-anticipated rebate, the School
6 District has the right to terminate the Agreement if it does not accept the rate adjustment.

7 15. The School District has communicated to Staff that, if the contract rate exceeds
8 \$0.11 per kWh, it will exercise the right to terminate the agreement.

9 16. At the end of the fifteen-year contract period, the School District will have an
10 option to purchase the system at the higher of the specified contract price or fair market value.
11 Alternatively, the School District can ask that the equipment be removed.

12 17. The SSAs include provisions for termination of the Agreements by either party
13 under certain circumstances. As mentioned previously, should the contract price adjust as a result
14 of different than expected rebates, the School District may terminate the Agreement(s). The
15 contracts may also be terminated as a result of Default Events that include, but are not limited to,
16 failure to perform Material Obligations or by failure to make payment.

17 **Desert Mountain High School (APS Service Territory)**

18 18. The SSA for Desert Mountain High School specifies the installation of a 968 kW
19 PV system to generate a part of its electric load.

20 19. Desert Mountain High School currently purchases its electric power from APS
21 under the APS E-32 rate schedule. The School District has communicated to Staff that, after
22 installing the PV equipment, Desert Mountain High School will continue to be served under APS'
23 E-32 tariff for energy not supplied to the school by the PV system. Based on Staff's review of
24 APS' tariffs, it appears that after installation of PV equipment, Desert Mountain High School
25 would be on the APS EPR-6 (Net Metering) tariff once it is approved. Schedule EPR-6 specifies
26 that billing shall occur in accordance with the applicable Standard Retail Rate Schedule, which is
27 presently E-32.

28 ...

20. The APS E-32 rates for customers with greater than 20 kW demand taking secondary service are currently as follows:

Basic Service Charge

\$1.134 per day

Per kW charges

\$8.477 per kW for the first 100 kW

plus \$4.509 per kW for all additional kW

Per kWh charges

\$0.09115 per kWh for the first 200 kWh per kW, plus \$0.05330 per kWh for all additional kWh during the months of May through October

\$0.07613 per kWh for the first 200 kWh per kW, plus \$0.03828 per kWh for all additional kWh during the months of November through April

21. The \$0.11 per kWh rate is subject to change should the APS rebate change or become unavailable. The Agreements assume a rebate of \$0.187 per kWh from APS (Desert Mountain). According to SolarCity, under the Desert Mountain SSA, the contract price will be based upon the initial APS rebate, and that price locks in and is not thereafter contingent upon future availability of rebates. Should the actual rebate be lower than anticipated, the contract price would be adjusted pro-rata to reflect the actual rebate received. The following tables illustrate the indices that may be used as a guide in determining the new contract price that would result should the APS rebate change or become unavailable. Table I data is based on an APS rebate payment made over 15 years. Table II data is based on an APS rebate payment made over 10 years. A variety of APS rebate indices with other payment timelines and respective rates could potentially be made available and it is not known at this time what alternative rebate plans may actually be available should the presumed rebates of \$0.187 per kWh for 15 years not come to fruition.

22. The contract does not determine in advance every rate that could be charged to the School District based on the various APS rebate possibilities. These tables contain indices that represent the pricing options that SolarCity believes are the most likely alternatives.

...

...

Table I

Rate options based on APS rebates made over 15 year period.

Incentive from APS (per kWh)	\$0.20	\$0.187	\$0.15	\$0.125	\$0.10
Price to School District (per kWh)	\$0.097	\$0.11	\$0.15	\$0.175	\$0.20

Table II

Rate options based on APS rebates made over 10 year period.

Incentive from APS (per kWh)	\$0.25	\$0.225	\$0.20	\$0.175	\$0.15
Price to School District (per kWh)	\$0.11	\$0.136	\$0.16	\$0.185	\$0.21

23. Increments between the figures should be calculated assuming a linear mathematical relationship between each increment.

24. Should such a change occur as a result of a different-than-anticipated rebate, the School District has the right to terminate the Agreement if it does not accept the pro-rata adjustment.

25. The School District has communicated to Staff that, if the contract level exceeds \$0.11 per kWh, it will exercise its right to terminate the Agreement.

26. The School District provided Staff with information from its cost-benefit analysis of the Desert Mountain High School SSA. The information provided included an analysis of the costs and benefits that would occur at Desert Mountain High School. The School District's analysis demonstrates savings beginning in the first year of operation of the solar facilities and continuing throughout a fifteen-year period.

27. Staff also conducted a cost-benefit analysis of the installation of the proposed solar facility for Desert Mountain High School based on the \$0.11 per kWh SSA rate and also found that benefits exceeded costs. Staff's cost-benefit analysis of the Desert Mountain High School SSA calculated that it would yield a cost-benefit up to a rate of \$0.1424 per kWh, based on a one calendar year analysis. Based on Staff's understanding of the pro-rata methodology that would be used to calculate an adjusted contract rate for Desert Mountain High School, a \$0.1424 per kWh rate would apply should the APS rebate change from the anticipated \$0.187 per kWh level to \$0.157 per kWh under a 15 year rebate payment plan (Table I).

1 28. Under a 10 year rebate payment plan (Table II), a \$0.1424 per kWh rate would
2 apply should the APS rebate change from the anticipated \$0.187 per kWh level to \$0.218 per kWh.

3 29. SolarCity also provided Staff with a cost-benefit analysis of the Desert Mountain
4 High School SSA. Both of these analyses differ from Staff's in that they are multi-year rather than
5 single-year analyses. Results of the SolarCity analysis are included as Attachment A to the Staff
6 memorandum. The SolarCity analysis of Desert Mountain High School is a 26-year analysis. It
7 calculates savings in every year following the first year. It calculates positive total net savings.

8 30. Results of the School District's cost-benefit analyses for the Desert Mountain High
9 School SSA are included as Attachment B to the Staff memorandum. The School District's cost-
10 benefit analysis for the Desert Mountain High School SSA is a fifteen-year analysis. It calculates
11 savings in each of the fifteen years and positive total net savings. Attachment C to the Staff
12 memorandum contains results of a cost-benefit analysis for the Desert Mountain High School SSA
13 performed by an outside consultant for the School District. This analysis calculates system pay-
14 back after the eighth year and positive total net savings. Attachment D to the Staff Memorandum
15 contains results of a cost-benefit analysis performed by Staff for the Desert Mountain High School
16 SSA. Staff's cost-benefit analysis calculates savings in each month of a calendar year and a
17 positive total net savings for the calendar year.

18 31. In consideration of all of the information received by Staff in its analysis, Staff
19 believes that a rate of \$0.11 per kWh is just and reasonable and should be approved by the
20 Commission.

21 **Coronado High School (SRP Service Territory)**

22 32. The SSA for Coronado High School specifies the installation of a 399.6 kW
23 photovoltaic ("PV") system to generate a part of its electric load.

24 33. As discussed above, the School District has communicated to Staff that it expects
25 that after installing the PV equipment, Coronado will continue to be served under SRP's E-32
26 tariff for energy not supplied to the school by the PV system. Based on Staff's review of SRP's
27 tariffs, it appears that, after installation of PV equipment, Coronado High School would remain on
28 ...

SRP's E-32 rate schedule, but that a Solar Net Metering Rider would also apply in order to determine the treatment of any energy generated in excess of Coronado High School's own need.

34. Coronado High School currently purchases all of its electric power from SRP under three rate schedules: E-61, E-32, and E-36. These rate schedules apply to three separate meters associated with the school.

35. The SRP E-61 rates are currently as follows:

<u>Monthly Service Charge</u>		<u>Monthly Facilities Charge</u>
\$377.75		\$2.35 per kW
<u>Per kWh charges</u>		
Summer		
On-Peak	Shoulder-Peak	Off-Peak
\$0.1171	\$0.0882	\$0.0440
Summer Peak		
On-Peak	Shoulder-Peak	Off-Peak
\$0.1578	\$0.0889	\$0.0487
Winter		
On-Peak	Shoulder-Peak	Off-Peak
\$0.0999	\$0.0760	\$0.0392

36. Summer is defined as May 1 through June 30 and September 1 through October 31. Summer Peak is defined as July 1 through August 31. Winter is defined as November 1 through April 30.

37. The SRP E-32 rates are currently as follows:

<u>Monthly Service Charge</u>	<u>Monthly Price Per Meter for Meter Cost</u>	
\$15.04	Demand \$4.42	
	CT/PT \$10.50	
<u>Per kW charges</u>		
Summer	Summer Peak	Winter
\$4.05	\$4.05	\$2.34

Per kWh charges

Summer		
On-Peak	Shoulder-Peak	Off-Peak
\$0.1391	\$0.0967	\$0.0513

Summer Peak		
On-Peak	Shoulder-Peak	Off-Peak
\$0.1586	\$0.1025	0.0575

Winter		
On-Peak	Shoulder-Peak	Off-Peak
\$0.1276	\$0.0941	\$0.0512

38. Summer is defined as the May, June, September and October billing cycles. Summer Peak is defined as the July and August billing cycles. Winter is defined as the November through April billing cycles.

39. The SRP E-36 rates are currently as follows:

<u>Monthly Service Charge</u>	<u>Price Per Meter for Meter Cost</u>
\$12.47	Demand \$4.42
	CT/PT \$10.50

Per kW charges

Summer	Summer Peak	Winter
\$4.05	\$4.05	\$2.34

Per kWh charges

Summer			
First 350 kWh	Next 180	Next 155	All add'l
\$0.0873	\$0.0873	\$0.0770	\$0.0567

Summer Peak			
First 350 kWh	Next 180	Next 155	All add'l
\$0.1049	\$0.1049	\$0.0888	\$0.0647

Winter			
First 350 kWh	Next 180	Next 155	All add'l
\$0.0758	\$0.0758	\$0.0686	\$0.0529

40. Summer is defined as the May, June, September and October billing cycles. Summer Peak is defined as the July and August billing cycles. Winter is defined as the November through April billing cycles.

41. The \$0.11 per kWh rate is subject to change should SRP rebates change or not become available. The Agreement assumes a rebate from SRP of \$2.50 per Watt that would be paid in a single payment up-front. According to SolarCity, under the Coronado SSA, the contract price is based upon the initial SRP rebate, and that price locks in and is not thereafter contingent upon future availability of rebates. Should the actual rebate be lower than anticipated, the contract price would be adjusted pro-rata to reflect the actual rebate received. The following table illustrates an index that would be used as a guide in determination of the new contract price that would result should SRP rebates change or not become available:

Table III

Up-Front Incentive from SRP (per Watt)	\$2.25	\$2.00	\$1.75	\$1.50	\$ 1.25
Price to School District (per kWh)	\$0.11	\$0.14	\$0.17	\$0.20	\$0.232

42. Increments between the figures should be calculated assuming a linear mathematical relationship between each increment.

43. This index does not illustrate prices above \$0.232 as SolarCity finds that the SSA is not profitable to SolarCity beyond that point.

44. Should a change occur as a result of a different-than-anticipated rebate, the School District has the right to terminate the Agreement if it does not accept the pro-rata adjustment.

45. The School District has communicated to Staff that, if the contract level exceeds \$0.11 per kWh, it will exercise its right to terminate the Agreement.

46. Based on Staff's analysis, Staff concludes that the School District would no longer realize a cost-benefit at any point higher than a price to Coronado High School of \$0.1424 kWh. This price corresponds to an SRP rebate of \$1.98 per kW. In other words, should the SRP rebate be lower than \$1.98, the kWh price to Coronado High School would rise to a price level higher than \$0.1424 per kWh and at that level would no longer be cost-beneficial to Coronado High School. This \$0.1424 threshold was determined by Staff based on its cost-benefit analysis of Desert Mountain High School. Staff did not conduct a similar cost-benefit analysis of Coronado High School's SSA due to a lack of sufficient billing determinant data. The School District confirms that the cost-benefit to each school is comparatively similar.

1 47. Both SolarCity and the School District provided Staff with cost-benefit analyses of
2 the Coronado High School SSA. These analyses differ from Staff's in that they are multi-year
3 rather than single-year analyses.

4 48. The School District provided Staff with information from its cost-benefit analysis
5 of the Coronado High School SSA. The information provided included an analysis of the costs
6 and benefits that would occur at Coronado high School. The School District's analysis
7 demonstrates savings beginning in the first year of operation of the solar facilities and continuing
8 throughout a fifteen-year period.

9 49. Results of the School District's cost-benefit analyses for the Coronado High School
10 SSA are included as Attachment E to the Staff memorandum.

11 50. Attachment F to the Staff memorandum contains results from a cost-benefit
12 analysis performed by the SolarCity for the Coronado High School SSA.

13 51. Attachment G to the Staff memorandum contains a summary of the results of
14 SolarCity's cost-benefit analysis for both Desert Mountain High School and Coronado High
15 School. The summary indicates net savings for both schools.

16 52. In consideration of all of the information received by Staff in its analysis, Staff
17 believes that a rate of \$0.11 per kWh is just and reasonable and should be approved by the
18 Commission.

19 **Fair Value Analysis**

20 53. Staff also considered the fair value implications of this matter. Staff obtained
21 information from SolarCity indicating that an estimated fair value for the assets to be used to serve
22 the School District would be approximately \$8.4 million at the end of the first twelve months of
23 operation. While Staff considered the fair value information submitted by SolarCity, this
24 information should not be given substantial weight in this analysis. The rates contained in the SSA
25 are heavily influenced by the availability of stimulus funds, other federal incentives, utility rebates,
26 and certain market conditions. Staff believes that the proposed \$0.11 per kWh rate compares
27 favorably to the rates the School District would otherwise pay and, under the circumstances
28 presented herein, the proposed rate is just and reasonable.

1 **C. STAFF RECOMMENDATIONS**

2 54. Staff has recommended approval of the proposed SSA rates as special contract rates
3 between SolarCity and the School District for solar facilities at Coronado High School and Desert
4 Mountain High School in order to provide a means for the School District and SolarCity to move
5 forward with these projects.

6 55. Based on Staff's analysis, the School District would realize a cost-benefit at a price
7 up to \$0.1424. The School District has determined, however, that its highest rate threshold is
8 \$0.11 per kWh. This rate is also the price contained in both SSAs.

9 56. In consideration of all of the information received by Staff in its analysis, Staff
10 believes that a rate of \$0.11 per kWh is just and reasonable and should be approved by the
11 Commission.

12 57. Staff has recommended that the Commission's Order in this matter specify that
13 approval of these rates as special contract rates does not prejudice any future consideration of
14 whether SolarCity is acting as a public service corporation when it provides service pursuant to the
15 SSAs at issue in this Docket.

16 CONCLUSIONS OF LAW

17 1. The Commission, having reviewed the Application and Staff's Memorandum dated
18 August 14, 2009, concludes that it is in the public interest to extend preliminary relief to SolarCity
19 and the Scottsdale Unified School District while determination of whether SolarCity is a public
20 service corporation remains open pending future determination of that issue in Track 2 of this
21 docket.

22 2. The Commission's findings in this Track 1 are made without prejudice to the
23 Applicant's and other parties' positions or arguments to be presented in Track 2 of this Docket.

24 3. If the Applicant's request in Track 2 of these proceedings is granted, and it is
25 ultimately determined that SolarCity is not acting as a Public Service Corporation when it enters
26 into SSAs with schools, non-profits and governmental entities; then this Order will be void and of
27 no further effect.

28 . . .

1 4. If the Applicant's request in Track 2 of these proceedings is denied, and it is
2 ultimately determined that SolarCity is acting as a Public Service Corporation when it enters into
3 SSAs with schools, non-profits and governmental entities; then the Commission's approval of the
4 rates set forth in the Desert Mountain High School Solar Service Agreement and the Coronado
5 High School Solar Service Agreement as special contract rates herein shall survive that
6 determination.

7 ORDER

8 IT IS THEREFORE ORDERED that the rates proposed in the Solar Service Agreements
9 between SolarCity and Scottsdale Unified School District for photovoltaic projects at Desert
10 Mountain High School and Coronado High School be and hereby are approved as special contract
11 rates as discussed herein.

12 IT IS FURTHER ORDERED that a rate of \$0.11 per kWh for the Desert Mountain High
13 School Solar Service Agreement and the Coronado High School Solar Service Agreement be
14 approved and that this rate may be adjusted upward to a maximum of \$0.1424 per kWh, pursuant
15 to the Solar Service Agreement's rebate-variance provision.

16 ...

17 ...

18 ...

19 ...

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

IT IS FURTHER ORDERED that Commission approval by this Order does not prejudice any party from asserting that SolarCity Corporation is not a public service corporation in the subsequent adjudication proceeding in Track 2.

IT IS FURTHER ORDERED that this Decision shall become effective immediately.

BY THE ORDER OF THE ARIZONA CORPORATION COMMISSION


CHAIRMAN


COMMISSIONER


COMMISSIONER


COMMISSIONER

COMMISSIONER

IN WITNESS WHEREOF, I, ERNEST G. JOHNSON,
Executive Director of the Arizona Corporation Commission,
have hereunto, set my hand and caused the official seal of
this Commission to be affixed at the Capitol, in the City of
Phoenix, this 17th day of Sept., 2009.


ERNEST G. JOHNSON
EXECUTIVE DIRECTOR

DISSENT: 

DISSENT: _____

SMO:SPI:lhv/JFW

SERVICE LIST FOR: SolarCity Corporation
DOCKET NO. E-20690A-09-0346

Mr. Bradley S. Carroll
Snell & Wilmer L.L.P.
One Arizona Center
400 East Van Buren
Phoenix, Arizona 85004-2202

Mr. Steve Wene
Moyes Sellers & Sims Ltd.
1850 North Central Avenue, Suite 1100
Phoenix, Arizona 85004

Mr. Lawrence V. Robertson, Jr.
Attorney at Law
Post Office Box 1448
Tubac, Arizona 85646

Mr. Timothy M. Hogan
Arizona Center for Law in the Public Interest
202 East McDowell Road, Suite 153
Phoenix, Arizona 85004

Mr. David Berry
Western Resource Advocates
Post Office Box 1064
Scottsdale, Arizona 85252-1064

Mr. C. Webb Crockett
Mr. Patrick J. Black
Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913

Mr. Michael A. Curtis
Curtis, Goodwin, Sullivan,
Udall & Schwab, PLC
501 East Thomas Road
Phoenix, Arizona 85012-3205

Mr. Philip J. Dion, Jr., Esq.
Tucson Electric Power Company
One South Church Street, Suite 200
Tucson, Arizona 85702

Mr. Michael W. Patten, Esq.
Roshka DeWulf & Patten, PLC
400 East Van Buren Street, Suite 800
Phoenix, Arizona 85004

Mr. Kenneth C. Sundlof, Jr.
Jennings, Strouss & Salmon, P.L.C.
201 East Washington Street, 11th Floor
Phoenix, Arizona 85004-2385

Ms. Kelly J. Barr
Salt River Project Agricultural
Improvement & Power District
Regulatory Affairs & Contracts, PAB 221
Post Office Box 52025
Phoenix, Arizona 85072-2025

Ms. Deborah R. Scott
Pinnacle West Capital Corporation
400 North Fifth Street, MS 8695
Phoenix, Arizona 85004

Mr. Daniel W. Pozefsky
Chief Counsel
Residential Utility Consumer Office
1110 West Washington Street, Suite 220
Phoenix, Arizona 85007

Mr. Jordan Rose
SolarCity Corporation
6613 North Scottsdale Road, Suite 200
Scottsdale, Arizona 85250

Mr. Kenneth R. Saline
K. R. Saline & Associates, PLC
160 North Pasadena, Suite 101
Mesa, Arizona 85201-6764

Mr. Jeffrey T. Murray
Moyes Sellers & Sims
1850 North Central Avenue, Suite 1100
Phoenix, Arizona 85004

1 Mr. Steven M. Olea
2 Director, Utilities Division
3 Arizona Corporation Commission
4 1200 West Washington Street
5 Phoenix, Arizona 85007

6 Ms. Janice M. Alward
7 Chief Counsel, Legal Division
8 Arizona Corporation Commission
9 1200 West Washington Street
10 Phoenix, Arizona 85007
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28